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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION

11 *In re: Hyundai and Kia Engine*  
12 *Litigation II*

CASE No. 8:18-cv-02223-JLS-JDE

13 **STIPULATED PROTECTIVE**  
14 **ORDER**

[Note Changes by the Court]

15  
16 Based on the parties' Stipulation (Dkt. 73) and for good cause shown, the  
17 Court finds and orders as follows.

18 A. PURPOSES AND LIMITATIONS

19 Disclosure and discovery activity in this action is likely to involve production  
20 of confidential, proprietary, or private information for which special protection from  
21 public disclosure and from use for any purpose other than prosecuting this litigation  
22 may be warranted. Specifically, the Parties anticipate producing such documents for  
23 the purposes of confirmatory discovery in this action. Accordingly, the Parties  
24 hereby stipulate to and petition the Court to enter the following Stipulated Protective  
25 Order. The Parties acknowledge that this Order does not confer blanket protections  
26 on all disclosures or responses to discovery and that the protection it affords from  
27 public disclosure and use extends only to the limited information, documents, or  
28 items that are entitled to confidential treatment under the applicable legal principles.

1 The Parties further acknowledge that this Stipulated Protective Order does not entitle  
2 them to file confidential information under seal; the Court's Standing Order (Dkt. 11)  
3 sets forth the Court's expectations regarding the filing of material under seal, and  
4 Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
5 standards that will be applied when a party seeks permission from the Court to file  
6 material under seal. This agreement is effective as of the date of the filing of this  
7 action.

8 B. GOOD CAUSE STATEMENT

9 Good cause exists for entry of this Stipulated Protective Order because this  
10 action is likely to involve private or proprietary information such as Defendants'  
11 confidential policies and procedures, competitively-sensitive business information,  
12 customer records, and financial information, for which special protection from  
13 public disclosure and from use for any purpose other than prosecution of this action  
14 is warranted.

15 Based on information requested and the nature of the case, the Parties  
16 anticipate that they will disclose, produce, or exchange information, documents, and  
17 tangible things that reflect sensitive personal, financial, and/or proprietary  
18 information, such as trade secrets (including design, assembly, testing service,  
19 repair, and monitoring information of class vehicles, financial records, business  
20 strategy, customer information, and/or personally identifiable information). Private  
21 information of third parties may also be disclosed. It is important that this  
22 information remain protected and not be readily available due to the dangers of  
23 identity theft, the constitutional privacy rights of third parties, and protection of  
24 business competition interests. The unrestricted or unprotected disclosure of such  
25 private, financial and/or business information would result in prejudice or harm to  
26 the producing party and third parties by revealing their information which could  
27 result in identity theft, loss of business and/or violation of federal and state privacy  
28 laws.

1 Accordingly, to expedite the flow of information, to facilitate the prompt  
2 resolution of disputes over confidentiality of discovery materials, to adequately  
3 protect information the Parties are entitled to keep confidential, to ensure that the  
4 Parties are permitted reasonable necessary uses of such material in preparation for  
5 and in the conduct of trial, to address their handling at the end of the litigation, and  
6 serve the ends of justice, a protective order for such information is justified in this  
7 matter. It is the intent of the Parties that information will not be designated as  
8 confidential for tactical reasons and that nothing be so designated without a good  
9 faith belief that it has been maintained in a confidential, non-public manner, and  
10 there is good cause why it should not be part of the public record of this case.

11 **2. DEFINITIONS**

12 2.1 Action: *In re: Hyundai and Kia Engine Litigation II*, Case No. 8:18-cv-  
13 02223-JLS-JDE.

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Material: information (regardless of how it is  
17 generated, stored or maintained) or tangible things that qualify for protection under  
18 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
19 Statement.

20 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as  
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates as  
23 “CONFIDENTIAL” information or items that it produces in disclosures or in  
24 responses to discovery.

25 2.6 Disclosure or Discovery Material: all items or information, regardless  
26 of the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, and tangible things), that are exchanged,  
28 produced or generated in disclosures or responses to discovery in this matter.

1        2.7 Expert: a person with specialized knowledge or experience in a matter  
 2        pertinent to the litigation who has been retained by a Party or its counsel to serve as  
 3        an expert witness or as a consultant in this Action.

4        2.8 In-House Counsel: attorneys who are employees of a party to this  
 5        Action and their support staff. In-House Counsel does not include Outside Counsel  
 6        of Record or any other outside counsel.

7        2.9 Non-Party: any natural person, partnership, corporation, association, or  
 8        other legal entity not named as a Party to this action.

9        2.10 Outside Counsel of Record: attorneys who are not employees of a party  
 10       to this Action but are retained to represent or advise a party to this Action and have  
 11       appeared in this Action on behalf of that party or are affiliated with a law firm which  
 12       has appeared on behalf of that party, and includes support staff.

13       2.11 Party: any party to this Action, including all of its officers, directors,  
 14       employees, consultants, retained experts, and Outside Counsel of Record (and  
 15       supporting attorneys and staff).

16       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
 17       Discovery Material in this Action.

18       2.13 Professional Vendors: persons or entities that provide litigation support  
 19       services (e.g., photocopying, videotaping, translating, preparing deposition  
 20       transcripts, preparing exhibits or demonstrations, and organizing, storing, or  
 21       retrieving data in any form or medium) and their employees and subcontractors.

22       2.14 Protected Material: any Disclosure or Discovery Material that is  
 23       designated as “CONFIDENTIAL” as defined in 2.3.

24       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
 25       from a Producing Party.

### 26       3. SCOPE

27       The protections conferred by this Stipulation and Order cover not only  
 28       Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.  
4 However, the protections conferred by this Stipulation and Order do not cover the  
5 following: (a) any information that is in the public domain at the time of disclosure  
6 to a Receiving Party or becomes part of the public domain after its disclosure to a  
7 Receiving Party as a result of publication not involving a violation of this Order,  
8 including becoming part of the public record through trial or otherwise; and (b) any  
9 information known to the Receiving Party prior to the disclosure or obtained by the  
10 Receiving Party after the disclosure from a source who obtained the information  
11 lawfully and under no obligation of confidentiality to the Designating Party.

12 Any use of Protected Material at trial shall be governed by the orders of the  
13 trial judge. This Order does not govern the use of Protected Material at trial.

14 4. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations  
16 imposed by this Order shall remain in effect until a Designating Party agrees  
17 otherwise in writing or a court order otherwise directs. Final disposition shall be  
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action and  
19 (2) final judgment herein after the completion and exhaustion of all appeals,  
20 rehearings, remands, trials, or reviews of this Action, including the time limits for  
21 filing any motions or applications for extension of time pursuant to applicable law.

22 Within 60 days of final disposition of this Action, each Receiving Party must  
23 return all Protected Material to the Producing Party or destroy such material. As  
24 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
25 compilations, summaries, and any other format reproducing or capturing any of the  
26 Protected Material. Whether the Protected Material is returned or destroyed, the  
27 Receiving Party must submit a written certification to the Producing Party (and, if  
28 not the same person or entity, to the Designating Party) by the 60-day deadline that

(1) identifies (by category or bates number, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. Where reasonably practicable, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to clearly have been made for an improper purpose (*e.g.*, to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

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1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (*see, e.g.*, section 5.2(a) below), or as otherwise stipulated or ordered,  
3 Disclosure or Discovery Material that qualifies for protection under this Order must  
4 be clearly so designated before or when the material is disclosed or produced, as  
5 follows:

6           (a) For information in documentary form (*e.g.*, paper or electronic  
7 documents, but excluding transcripts of depositions or other pretrial or trial  
8 proceedings), the Producing Party will affix at a minimum, the word  
9 “CONFIDENTIAL”, to each page that contains Protected Material. If only a portion  
10 or portions of the material on a page qualifies for protection, to the extent  
11 reasonably practicable, the Producing Party will identify the protected portion(s)  
12 (*e.g.*, by making appropriate markings in the margins).

13           (b) For original documents that are made available for inspection, the  
14 Discovery Material need not be designated for protection until after the inspecting  
15 Party has indicated which documents it would like copied and produced. During the  
16 inspection and before the designation, all of the material made available for  
17 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
18 identified the documents it wants copied and produced, the Producing Party must  
19 determine which documents, or portions thereof, qualify for protection under this  
20 Order. Then, before producing the specified documents, the Producing Party must  
21 affix the word “CONFIDENTIAL” to each page that contains Protected Material. If  
22 only a portion or portions of the material on a page qualifies for protection, to the  
23 extent reasonably practicable, the Producing Party will identify the protected  
24 portion(s) (*e.g.*, by making appropriate markings in the margins).

25           (c) Deposition testimony may be designated as “CONFIDENTIAL,” in  
26 whole or in part, either on the record during the deposition or by identifying the  
27 page and line(s) of testimony for which it seeks protection within thirty (30) days  
28 after receipt of the written transcript by the Designating Party. Until that time, and



1 unless otherwise indicated in writing or on the record, all deposition testimony shall  
2 be treated as “CONFIDENTIAL” to permit counsel for the Party deposed an  
3 opportunity to designate the deposition testimony as Protected Material. If  
4 designation is made during the 30-day period after receipt of the transcript, all  
5 parties in possession of the transcript at the time of receiving the designation or  
6 thereafter shall place the label “CONFIDENTIAL” on the front cover of the  
7 transcript, on each or all of the exhibits and/or pages so designated, and on each  
8 copy thereof upon notice that the confidential designation has been made. In the  
9 event that a Party needs to file a deposition transcript with the Court prior to the  
10 expiration of the 30-day period set forth above, that entire transcript shall be treated  
11 as if it had been designated as Protected Material. The court reporter shall operate  
12 in a manner consistent with this Order and shall separately label the confidential  
13 portions of the deposition transcript, including documents and other exhibits  
14 containing confidential information. If a Party or Non-Party desires to protect or use  
15 confidential information at trial, the issue should be addressed during the pre-trial  
16 conference.

17 (d) For information produced in some form other than documentary and for  
18 any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information is stored the word  
20 “CONFIDENTIAL.” For protected information produced in native format (such as  
21 an Excel spreadsheet), the Producing Party shall include “CONFIDENTIAL” in the  
22 file name. If only a portion or portions of the information warrants protection, the  
23 Producing Party, to the extent practicable, shall identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
25 qualified information or items does not, standing alone, waive the Designating  
26 Party’s right to secure protection under this Order for such material. Upon  
27 correction of a designation, the Receiving Party must make reasonable efforts to  
28 ensure that the material is treated in accordance with the provisions of this Order.



1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time. Unless a prompt challenge to a  
4 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
5 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
6 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
7 designation by electing not to mount a challenge promptly after the original  
8 designation is disclosed.

9             6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37-1 *et seq.* by serving a written letter giving  
11 notice to the Designating Party of each designation being challenged, including the  
12 bates numbers where the challenged designations appear, and describing the basis  
13 for each challenge. The written notice must indicate that the challenge to  
14 confidentiality is being made pursuant to this Protective Order and must otherwise  
15 comply with Local Rule 37-1.

16             6.3     Joint Stipulation. If the parties are unable to reach a resolution after  
17 meeting and conferring, any submission made to the court for relief shall be in  
18 accordance with Local Rule 37-2.

19             6.4     The burden of persuasion in any such challenge proceeding shall be on  
20 the Designating Party. Frivolous challenges, and those made for an improper  
21 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other  
22 parties) may expose the Challenging Party to sanctions. Unless the Designating  
23 Party has waived or withdrawn the confidentiality designation, all parties shall  
24 continue to afford the material in question the level of protection to which it is  
25 entitled under the Producing Party's designation until the Court rules on the  
26 challenge.

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1     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

2             7.1     Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 4

8             Protected Material must be stored and maintained by a Receiving Party at a  
9 location and in a secure manner that ensures that access is limited to the persons  
10 authorized under this Order.

11            7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
12 otherwise ordered by the court or permitted in writing by the Designating Party, a  
13 Receiving Party may disclose any information or item designated  
14 “CONFIDENTIAL” only to:

15            (a)     the Receiving Party’s Outside Counsel of Record in this Action, as well  
16 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
17 to disclose the information for this Action;

18            (b)     the officers, directors, and employees (including In-House Counsel) of  
19 the Receiving Party to whom disclosure is reasonably necessary for this Action;

20            (c)     Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23            (d)     the court and its personnel;

24            (e)     court reporters and their staff;

25            (f)     professional jury or trial consultants and mock jurors to whom disclosure  
26 is reasonably necessary for this Action and who have signed the “Acknowledgment  
27 and Agreement to Be Bound” (Exhibit A);

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1 (g) Professional Vendors, provided that counsel retaining them instructs them  
2 not to disclose any confidential material to third parties and to immediately return or  
3 destroy all originals and copies of any confidential material as appropriate.

4 (h) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (i) present or former employees of the Producing Party in connection with  
7 their depositions in this action (provided that no former employees shall be shown  
8 documents prepared after the date of his or her departure);

9 (j) during their depositions, witnesses, and attorneys for witnesses, in the  
10 Action to whom disclosure is reasonably necessary provided that witness has signed  
11 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
12 agreed by the Designating Party or ordered by the court. Pages of transcribed  
13 deposition testimony or exhibits to depositions that reveal Protected Material may  
14 be separately bound by the court reporter and may not be disclosed to anyone except  
15 as permitted under this Stipulated Protective Order; and

16 (k) any mediator or settlement officer, and their supporting personnel,  
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 7.3. Own Documents. Nothing herein shall affect or restrict the rights of  
19 any party with respect to its own documents or to the information obtained or  
20 developed independently of documents, transcripts and materials afforded  
21 confidential treatment pursuant to this Order.

22 7.4. Filing Protected Material. A Party that seeks to file under seal any  
23 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
24 may only be filed under seal pursuant to a court order authorizing the sealing of the  
25 specific Protected Material at issue. Before a Party files Protected Material or  
26 makes a filing that discusses or references the content, subject matter, or nature of  
27 Protected Material designated as such by the other Party, the filing party shall confer  
28 with the Designating Party in accordance with Civil Local Rule 79-5.2.2(b).

1     8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 2           IN OTHER LITIGATION OR INVESTIGATIONS

3           If a Party is served with a document request, subpoena, or a court order issued  
 4 in other litigation or investigation by any federal, state, or local government agency,  
 5 department, or other entity that compels disclosure of any information or items  
 6 designated in this Action as “CONFIDENTIAL,” that Party must:

7           (a) promptly notify in writing the Designating Party. Such notification shall  
 8 include a copy of the subpoena or court order;

9           (b) promptly notify in writing the party who caused the subpoena or order to  
 10 issue in the other litigation that some or all of the material covered by the subpoena  
 11 or order is subject to this Protective Order. Such notification shall include a copy of  
 12 this Stipulated Protective Order; and

13          (c) cooperate with respect to all reasonable procedures sought to be pursued  
 14 by the Designating Party whose Protected Material may be affected.

15          If the Designating Party timely seeks a protective order, the Party served with  
 16 the subpoena or court order shall not produce any information designated in this  
 17 action as “CONFIDENTIAL” before a determination by the court from which the  
 18 subpoena or order issued, unless the Party has obtained the Designating Party’s  
 19 permission. The Designating Party shall bear the burden and expense of seeking  
 20 protection in that court of its confidential material and nothing in these provisions  
 21 should be construed as authorizing or encouraging a Receiving Party in this Action  
 22 to disobey a lawful directive from another court.

23     9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 24           PRODUCED IN THIS LITIGATION

25          (a) The terms of this Order are applicable to information produced by a  
 26 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
 27 produced by Non-Parties in connection with this litigation is protected by the  
 28 remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party  
7 that some or all of the information requested is subject to confidentiality agreement  
8 with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated  
10 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
11 specific description of the information requested; and

12 (3) make the information requested available for inspection by the  
13 Non-Party, if requested.

14 (c) If the Non-Party fails to seek a protective order from this court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party  
16 may produce the Non-Party's confidential information responsive to the discovery  
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
18 not produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court.  
20 Absent a court order to the contrary, the Non-Party shall bear the burden and  
21 expense of seeking protection in this court of its Protected Material.

22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
27 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
28 persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. UNINTENTIONAL OR INADVERTENT PRODUCTION OF  
4 PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain  
6 unintentionally or inadvertently produced material is subject to a claim of privilege  
7 or other protection (including, but not limited to, the attorney-client privilege and  
8 work-product doctrine), the obligations of the Receiving Parties are those set forth  
9 in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Fed. R. Evid. 502(d),  
10 the production of a privileged, work-product-protected, or otherwise work protected  
11 document, whether inadvertent or otherwise, is not a waiver of privilege or  
12 protection from discovery in this case or in any other federal or state proceeding. If  
13 possible, the producing party must substitute the inadvertently produced document  
14 with one that redacts the information subject to the claimed protections. The parties  
15 must confer in a good faith attempt to resolve any disputes subject to this section  
16 before seeking court intervention. The parties agree to the entry of a non-waiver  
17 order under Fed. R. Evid. 502(d) as set forth herein.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

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1           13. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4  
5           FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

6  
7 DATED: September 14, 2022

  
JOHN D. EARLY  
United States Magistrate Judge



EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare  
 under penalty of perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court for the Central  
 District of California on in the case of *In re: Hyundai and Kia Engine Litigation II*,  
 Case No. 8:18-cv-02223-JLS-JDE (C.D. Cal.). I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and punishment  
 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this Order. I  
 further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint  
 \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_